

REQUEST FOR PROPOSAL

STAFF AUGMENTATION FOR
EMERGENCY OPERATIONAL SUPPORT

BUREAU OF EMERGENCY MEDICAL SERVICES
OFFICE OF PUBLIC HEALTH
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP-BEMS-STAFF-OPH
Proposal Due Date/Time: August 18, 2010, 4:00 pm CDT

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Release Date: August 4, 2010

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REVISED SECTIONS OF THE RFP

Glossary Section:

BEMS Director or designee: Director of BEMS Operations

General Information:

G. Schedule of Events:

II. Scope of Work:

2 BEMS Director or designee

Deliverable 4: Bus Triage Site Deleted C.D.E

A. Contact Personnel

III PROPOSALS Section K. Proposal Content

Cost and Pricing Analysis

Evaluation Criteria

4. Staffing Cost Evaluation
5. Evaluation Criteria Assigned points by category

Attachments:

Cost Breakdown Template

Glossary

BEMS: DHH Bureau of Emergency Medical Services

BEMS Director or designee: Director of BEMS operations

BEMS Processing Site Area Commander (PAC): BEMS personnel in charge of a processing site

BEMS Tactical Operations Center (TOC): BEMS command center for assets/resources

DECLARED EMERGENCY: A declaration by the Governor of Louisiana that an emergency situation exists and that activates certain emergency measures.

DHH: Department of Health and Hospitals

DRC: BEMS Designated Regional Coordinators

DHH EOC: DHH Emergency Operations Center

ESF-8: Emergency Support Function – Public Health and Medical Services provides public health and sanitation, emergency medical and hospital service, crisis counseling and mental health services to disaster victims and workers, to supplement and support disrupted or overburdened local medical personnel and facilities and relieve personal suffering and trauma. In addition, ESF 8 provides coordination of the State's Catastrophic Mass Fatality Plan which may be enacted during a state declaration.

Must: Denotes a mandatory requirement

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Resources: Items from other sources which include but are not limited to personnel, ambulances, para-transit vehicles/equipment, and any other items or equipment temporarily made available to the State during a declared emergency.

Shall: Denotes a mandatory requirement

Should: Denotes a preference, but not a mandatory requirement

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of the Bureau of Health Services Financing (Medicaid), Office for Citizens with Developmental Disabilities, Office for Behavioral Health, Office for Addictive Disorders, Office of Aging and Adult Services, and Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. Within DHH, the Louisiana Bureau of Emergency Medical Services (BEMS) plays a vital role in the State of Louisiana's preparation for and response to disasters. BEMS is directly accountable to DHH's Office of Public Health. During a declared emergency, DHH is the lead state agency for Emergency Support Function 8 (ESF- 8), Public Health and Medical Services. During a declared emergency BEMS, as part of ESF 8, is responsible for the management and coordination of specialized transportation such as ground and air ambulances used to move patients to and from a variety of locations. BEMS is responsible for coordinating State assets and other resources to be provided under this contract award.

B. Purpose of RFP

1. During a declared emergency such as a major hurricane strike, BEMS may be responsible for the coordination of specialized emergency transportation assets/resources to fulfill the following requests:
 - a. Local EMS/911 support
 - b. Hospital and nursing home evacuations
 - c. Home health and homebound evacuations
 - d. EMS support at Critical Transportation Needs Shelters and Medical Special Needs Shelters

- e. Special population evacuations (neonates, pediatric ICU patients, etc.)
 - f. Search and Rescue support
 - g. Support to all other ESFs
2. The purpose of this RFP is to solicit proposals from qualified proposer(s) that can provide staff augmentation for emergency operational support to assist the DHH Bureau of Emergency Medical Services during a declared emergency to provide the successful deployment of mission(s) required assets/resources.
 3. Contingency contracts are necessary to prepare in advance for supplemental staff to assist DHH BEMS to effectively respond to declared emergencies and serve the needs of Louisiana citizens. The contract(s) awarded as a result of this RFP will be in effect on a contingency basis and shall only be activated at the direction of the State Health Officer during a declared emergency.

C. Invitation to Propose

The DHH Bureau of Emergency Medical Services is inviting qualified proposer(s) to submit proposals for services to provide the one (1) or more of the four (4) deliverables on a contingency basis as requested in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Steve Phillipe
Deputy Director for Emergency Response
Office of Public Health
Bureau of Emergency Medical Services
Department of Health and Hospitals
8919 World Ministry Avenue
Suite A
Baton Rouge, LA 70810
225-763-5711
225-763-5702
Email: stephen.phillipe@la.gov

2. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.
3. This RFP is available in pdf at the following web link:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

E. Proposer Inquiries

1. The Department will consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted to the following web addresses by the date specified in the Schedule of Events.
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Pre-Proposal Conference

1. A pre-proposal conference will be held on the date and time listed in the Schedule of Events. Prospective proposers are encouraged to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Proposers wishing to participate by teleconference should contact the RFP Coordinator for details.
2. Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following web links:
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	August 4, 2010

Schedule of Events	
Deadline for Receipt of Proposals	August 18, 2010
Proposal Evaluation	August 19, 2010
Contract Award Announced	August 22, 2010
Contract Negotiations Begin	August 23, 2010
Contract Begins	September 1, 2010

H. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web addresses:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

II.Scope of Work

B. Project Overview

1. On a contingency contract basis, the Contractor(s) will provide an Incident Command Team (ICT) to support the DHH Bureau of Emergency Medical Services (BEMS) during a declared State of Emergency upon activation by the State Health Officer. The Contractor(s) will assist the Bureau of Emergency Medical Services and provide staffing and operational support for one (1) or more of the four (4) deliverables at designated areas throughout the state at the direction of DHH BEMS.
2. On activation by the State Health Officer, the BEMS Director or designee will notify the Contractor to activate operations. The Contractor(s) will provide staffing and operational support to the following BEMS operations during a declared emergency:
 - a. BEMS Tactical Operations Center (TOC),
 - b. Ambulance and para-transit processing sites,
 - c. Support for BEMS Designated Regional Coordinators – Field Support,
 - d. Bus Triage
3. The Contractors' lead personnel assigned to this contract may not be replaced without notice to DHH BEMS. Any changes in Contractor(s) key personnel must be approved by BEMS. Notice of key personnel changes must be submitted within one (1) business day.

C. Deliverables

General Requirements

- a. Contractor(s) will respond and activate upon notification of the DHH BEMS Director or designee. Notification of activation may occur via any available means of communication.
- b. On activation, the contractor(s) must be at the designated site location(s) within a defined response time. The maximum response time is six (6) hours after notification of site activation.
- c. Contract functions are 24 hours a day, 7 days a week (24/7). Operational periods will be specified by the BEMS Director or designee. Depending upon the circumstances, the BEMS may authorize an operating schedule that is less than 24/7.
- d. Contractor(s) shall not utilize any dedicated emergency response staff from a

parish where an emergency has been declared or is under the threat of an evacuation that would negatively affect the local response.

- e. Contractors' key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent will not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
- f. All operational data collected, processed, and reported by the contractor becomes the property of the State of Louisiana Department of Health and Hospitals (DHH), upon conclusion of the event. The Contractor(s) will share, without hesitation, any and all data with designated ESF 8 representatives during the event.
- g. If the Contractor(s) develops a database for the collection and dissemination of information under this contract, the database (including application interfaces, web services, any operational data, and underlying source code) will also become the property of the State of Louisiana DHH.
- h. All reporting requirements must be complete before the end of contract period.

Deliverable 1: Operational Staff Support for Tactical Operations Center (TOC)

- a. Contractor will respond to the activation notice within the maximum response time and report with assigned personnel to the DHH BEMS Tactical Operations Center currently located at 8919 World Ministry Avenue, Suite A, Baton Rouge, LA 70810. The location of the TOC may be changed at the discretion of the BEMS Director or designee. BEMS Director or designee will notify the contractor in advance of any change to the reporting location. The TOC location is expected to be located within East Baton Rouge Parish unless the emergency situation requires relocation to another site within the state.
- b. At the direction of BEMS, Contractor will provide staffing and communication equipment to support operations and coordinate state-controlled field assets and/or resources for the BEMS TOC. The assets and/or resources to be coordinated will include but not be limited to ambulances, para-transit vehicles, and support personnel responding to a declared state of emergency and assigned to assist in the operations of the BEMS mission under its ESF-8 function in coordination with the State Health Officer.

- c. The Contractor will provide an Asset/Resource Tracking Manager (per operational period) to the DHH BEMS Incident Management Team. This manager will provide oversight and management, at the direction of BEMS, of designated TOC operations and coordination of assets/resources.
- The Asset/Resource Tracking Manager will serve as the liaison to the BEMS and provide supervision and oversight for Contractor personnel.
 - Management oversight includes the following duties: provide functional supervision to planning, asset/resource management, communications, and administrative operations; attend all meetings as requested by BEMS; review information and reports and ensure accuracy and timely submission of same; and other mission-related duties as requested by the BEMS.
- d. Asset/Resource oversight activities:
The Asset/Resource Tracking Manager will provide oversight and monitoring to ensure accurate and timely data collection and reporting pertaining to assets/resources can be provided to BEMS TOC personnel:
- Formal requests for assets/resources during the operational period. This will include source of request, status of requests, disposition and assignments of requests.
 - Assignment of assets/resources to the BEMS DRC's, designees, or other operations.
 - Information on asset/resource utilization for planning purposes.
 - Review and report on asset/resource utilization and appropriate assignments of assets/resources.
 - Review asset utilization and assign assets/resources on a rotational basis.
- e. Communications:
All formal communications received at the TOC will be logged. Contractor will provide sufficient qualified staff to:
- Receive and manage telephone calls, radio calls, emails, and other communication. These communications will be routed to the appropriate section within TOC as directed by BEMS for response.
 - All calls and communication will be logged, maintained and submitted to designated BEMS personnel. Minimum information to be entered electronically: name of caller, phone number, request, section to which communication was routed and mode of communication (Cell, email...). In the event there is power failure, then the contractor will record information by other means.
- f. Administrative/clerical activities:
Contractor will provide sufficient qualified administrative staff to provide

assistance and clerical support to all BEMS TOC staff personnel and Contractor personnel. Duties will include, but not be limited to:

- Management of calls and other communication conduits,
- Preparation of reports and forms, data entry, and
- Other duties as directed by BEMS personnel.

- g. The operations of the TOC must be able to relocate to back up sites designated by the BEMS Director or designee or designee within the State of Louisiana. This may be in any one of the nine regions of the State. Contractor will be re-directed by the BEMS Director or designee to the assigned back up site for continued operations of the TOC. The Contractor must be capable of relocating its staff and equipment with minimum impact to operations to a location identified by the TOC Manager. The contractor will provide operational support as needed during the relocation process.
- h. Contractor staff will provide information, standard reports, situation reports and ad hoc reports regarding assets/resources and mission assignments to support the operations of the BEMS TOC, Processing Site(s), and the BEMS Designated Regional Coordinators (DRCs). Contractor will arrive at TOC with a data collection method in place using Excel or Access compatible format which will be capable of providing information pertaining to asset/ resource activity and mission assignments. Data collection must be able to be submitted electronically. Reports must be complete and available at the end of each operational period and in response to requests from BEMS throughout the period of the contract.

Contractor will provide sufficient staff to collect and provide real-time information to BEMS TOC operations and to be able to respond to requests from BEMS Director or designee. Contractor staff will provide real-time information for following operational functions:

- Contractor TOC staff will provide mission related information for field transportation assets/resources.
- Receive calls for assets/resources and document/collect report information per the Mission Data Set.
- Track and monitor formal requests for assets/resources during operational periods. This will include source of request, status of requests, disposition and assignment of requests.
- Track and monitor assets/ resources assigned to the BEMS DRCs, designees, or other operations.
- Input data for Mission-Related Data Set and Asset/Resource Data Set.
- Provide information and situation reports to BEMS at regular intervals or at the request of the BEMS Director or designee.

- Compile statistical information in regard to number of patients transported, unit activity, etc.
 - Provide an electronic summary of all mission reports in an Excel or Access compatible format at the end of each operational period or as requested by BEMS.
- i. Two primary sets of data will be collected and reported:
- i. Asset and Resource Data Set:
Contractor will arrive at TOC with a data collection method in place using Excel or Access compatible format for Contractor staff to receive and input Processing Site asset/resource location information for the Asset and Resource Data Set regarding all ESF-8 managed transportation assets and resources. The Asset and Resource Data Set will be updated anytime a change in status occurs. This Data Set will be utilized for monitoring and assessing operations and will be provided on request at any time to BEMS. The Asset and Resource Data Set will include but not be limited to collecting the following information:
- Assigned, Available or Out of Service status of assets/resources
 - Vehicle Identification Number of assets/resources
 - Unique Placard Number of assets/resources
 - Staffing information including credentials
 - Staffing assignments
 - Asset and resource type including contract source information (State Contract, Emergency Management Assistance Compact (EMAC), Federal contract)
 - Processing information for assets/resources (including dates and times of key events such as arrival at processing area, final processing, arrival at regional processing, etc.)
- ii. Mission Data Set
Contractor staff will receive and input information for the Mission Data Set. Contractor staff will receive and input mission data from regional coordinating sites for the Mission Data Set for all ESF-8 assigned missions. The Mission Data Set will be updated anytime a change in status occurs. This Data Set will be utilized for monitoring and assessing operations and will be provided on request to BEMS. The Mission Data Set will include but not be limited to the following information regarding mission assignments:
- Date and time of initial request assignment
 - Source of request for assignment
 - Name of patient/evacuee
 - Last 4 digits of Social Security number

- Address of patient/evacuee including: street address, city, state, and zip code
 - Time of key events: asset/resource dispatched, asset/resource arrival at patient location, asset/resource en route to destination, and asset/resource arrival at destination
 - Unique placard number for asset/resource
 - Mission Status: requested, in-process, completed, pending approval, etc.
- j. Ground Operations (TOC)
Contractor staff will:
- Collect data and provide information and situation reports to BEMS regarding TOC/field operations/ground activities at the end of each operational period or as requested by BEMS.
 - Coordinate and carry out mission-related operations/ground activity requests with state and federal contract managers at the direction of the BEMS TOC Manager.
 - At the direction of BEMS, communicate with the DHH EOC Logistics section regarding availability or need of supplies and/or equipment to support ground operations missions.
- k. Air Operations (TOC)
Contractor will assign a designated staff member (per operational period) to provide management and oversight of air operations as assigned by BEMS. This staff member will be responsible for the following functions: assist with planning, asset management, communications, and administrative operations; attend all meetings as requested by BEMS; review and submit air operations information to ensure timely submission; and other mission related duties as requested by BEMS. Duties will include, but not be limited to the following:
- Coordinate air operations mission-related activities with state and federal contract managers at the direction of the BEMS.
 - Compile a summary of all air operations mission reports and deliver to BEMS for each operational period, or as requested, including information for the Asset/Resource Data Set and the Mission Data Set.
 - Provide information and situation reports to BEMS at the end of each operational period or as requested by BEMS.
- l. Meals will be provided by DHH to Contractor staff assigned to the TOC during operational periods. The Contractor will be responsible for lodging and meals when staff is not on active duty at TOC.

Deliverable 2: Processing Site(s) - Ambulance and Para-transit

- a. Contractor will provide sufficient support staff for up to two (2) active sites. These two sites will be responsible for processing transportation assets/resources. Contractor will maintain operations through demobilization.
- b. Current Processing Sites subject to activation are:
 - National EMS Academy-Lafayette
 - North Harbor-Slidell
 - Covington Fairgrounds-Covington
 - Central Louisiana State Hospital-Pineville
 - Other locations as designated by DHH
- c. Contractor staff must be capable of processing up to 50 ambulances per hour per site. Complete processing of an ambulance is estimated to take less than thirty minutes.
- d. The processing support staff will operate under the direction of the BEMS Processing Site Commander (PSC) at each site designated by BEMS.
- e. Contractor will assign at least one processing Site Operations Coordinator who will support the BEMS Site Commander in all operations of the processing site. At the direction of the BEMS PSC, the Site Operations Coordinator will provide oversight and management functions to include:
 - Management of reception, processing and placarding operations of transportation assets/resources. The BEMS PSC will provide management and oversight of contractor staff to ensure that incoming units are put into operation as quickly as possible.
 - Ensure that Asset Data Set information is collected, input, and delivered to the BEMS Site Commander at each operational period, and at other intervals to be defined at the request of the BEMS Site Commander or designee.
 - Coordinate mission-related activities with state and federal contract managers at the direction of the BEMS Processing Area Commander or designee.
 - At the direction of the BEMS Site Commander, the Site Operations Coordinator will coordinate with BEMS TOC for overall logistics operations, including supply needs of incoming and outgoing assets/resources.
- f. Contractor staff will perform the following Processing Site functions:
 - Provide Just-in-Time training and orientation to incoming assets. Materials for training will be supplied by BEMS for distribution by the Contractor.

- Management and flow of resources in and out of the Processing Site including the movement of incoming units or resources through the inspection, processing, placarding areas, and mission assignment.
 - Verification of credentials and recording of asset type, certifications of personnel, equipment on asset, and proof of insurance.
 - Assign vehicle placards (BEMS will provide numbering matrix and templates for production of the placards).
 - Document and track Asset Data Set key events including dates and times arrival at processing area, final processing, arrival at regional processing, etc.)
 - Direct rejected assets/resources to designated area and provide information and direction on corrective actions needed for units rejected by processing staff.
 - Distribute mission-required material such as operational procedures, protocols, routing and direction material.
- g. Asset Data Set Support:
Contractor staff at the Processing Site(s) will collect and input the following information to be submitted to TOC for the Asset Data Set:
- Vehicle Identification Number
 - Unique Placard Number
 - Transportation vehicle staffing information including credentials
 - Transportation vehicle staffing assignments
 - Asset type including contract source information (State Contract, Emergency Management Assistance Compact (EMAC), Federal contract)
 - Processing information (including dates and times of key events including date and time of arrival at processing area, final processing, arrival at regional processing, etc.)
 - Track and record all processing and placarding, including rejections.
- h. Contractor will provide staff to receive and manage Processing Site telephone calls, radio calls, emails, and other communication conduits. These communications will be routed to the appropriate section for response. All calls and communication received will be logged and maintained by contract staff. The logs will be submitted to the BEMS Processing Site Commander. Minimum information to be entered includes name of caller, phone number, request, and to whom communication was routed and mode of communication (Cell, email...). Contractor will provide staffing and communication equipment to support all operations outlined in this section.
- i. Contractor will supply sufficient clerical staff to:
- Manage check-in documents of all assets/resources in processing area and TOC asset/resource assignments, including all required data entry

- generated at the Processing Site Area for the Asset Data Set.
 - Provide assistance and clerical support to all BEMS Processing Site staff personnel and Contractor personnel.
 - Perform other clerical duties as directed by the BEMS Processing Site Commander.
- j. All Contractor personnel assigned to Processing Area Sites shall be self sufficient for the duration of the activation of the contract and responsible for their own meals and lodging. The cost of meals and lodging shall be included in the overall daily rate submitted in the cost proposal. There will be no separate reimbursement for these items.

Deliverable 3: BEMS Designated Regional Coordinators Field Support

- a. Contractor will provide support staff to the BEMS Designated Regional Coordinators (DRC). DHH BEMS has nine operational regions. Depending on the location and scope of the declared emergency, BEMS may activate from one to nine DRC support teams.
- b. Contractor will assign, at the direction of BEMS, from one to three support personnel to the DRC Operations Coordinators.
- c. Under the direction of the designated BEMS DRC, the DRC Operations Coordinator(s) will:
 - Organize strike teams as required for deployment
 - Provide information and liaison services to the Parish Emergency Operations Centers, Parish EMS providers and other regional DRC's
 - Provide information and periodic situation reports to the BEMS DRC at regular intervals to be defined and at the request of the BEMS DRC
 - Coordinate mission-related activities with state and federal contract managers
 - Ensure that reports are updated at regular intervals including data generated by regional operations.
 - Coordinate with the BEMS TOC to confirm that the missions are properly supplied and supported.
 - Provide information on asset/resource utilization for planning purposes.
- d. The DRC Operations Coordinator(s) will track, monitor and report on:
 - Assets/resources assigned to the BEMS DRCs
 - Formal requests for assets/resources during the operational period, including source of request, status of requests, disposition and assignments of requests.
 - Asset/resource utilization to ensure appropriate assets/resources

- assignments
 - Asset/resource utilization to ensure assignments is on a rotational basis.
 - All assets/resources will be tracked through the Asset Data Set and Mission-Related Data Set.
- e. Contractor will receive and manage telephone calls, radio calls, emails, and other communication conduits received. These communications will be routed to the appropriate section for response. All calls and communication received by contract staff will be logged and maintained. The logs will be submitted to the Processing Site Commander. Minimum information to be entered includes name of caller, phone number, request, and to whom communication was routed and mode of communication (Cell, email...). Contractor will provide staffing and communication equipment to support all operations outlined in this section.
- f. Contractor will supply sufficient clerical staff to:
 - Perform mission-related data entry and requests as per the BEMS DRC. Mission-related data will be critical during pre-storm event and post storm repatriation.
 - Provide assistance and clerical support to all BEMS DRC staff and Contractor personnel.
 - Perform other clerical duties as directed by the BEMS DRC.
- k. Meals will be provided by State to Contractor staff assigned to DRC Support during operational periods. The Contractor will be responsible for lodging and meals when staff is not on active duty as DRC support. The cost of these meals and lodging items shall be included in the overall daily rate submitted in the cost proposal. There will be no separate reimbursement for these items.

Deliverable 4: Bus Triage Site

Contractor will:

- a. Respond to the activation notice and report to the LSU Agricultural Center, currently located at 101 Efferson Hall, Baton Rouge, LA 70806. Bus Triage activities will be located LSU Agricultural Center Parking Lot located on East Parker Drive. (Attachment V provides a site layout for the Bus Triage activities.) The location of the Bus Triage Site may be changed at the discretion of the BEMS Director or designee. BEMS Director or designee will notify the contractor of any change to the reporting location. The Bus Triage location is expected to be located within East Baton Rouge Parish unless the emergency situation requires relocation to another site within the state.
- b. At the direction of BEMS, provide staffing and equipment to support operations

and coordinate assets and/or resources for the Bus Triage Site. The contractor will provide staffing and equipment to support the Bus Triage Site operation.

- c. Provide sufficient personnel to operate the Bus Triage Operations including: medical triage, transportation and dispatch.
- d. Provide a Transportation Dispatch/Triage Officer. The Transportation Dispatch/Triage Officer will:
 - Be a supervisory Level EMT – Paramedic
 - Coordinate with the Logistics/Transportation/Communication Officer to secure, stage, and maintain capacity of transportation assets/resources including but not limited to ambulances and wheelchair accessible buses as needed on site.
 - Coordinate with DSS the patient tracking system.
 - Coordinate Triage Teams to conduct bus triage, evacuee removal from buses, and designated care site.
- e. Provide a Bus Logistics, Communications, and Safety Officer. The Logistics/Communication/Safety Officer will:
 - Be EMT- Paramedic level, preferably with supervisory experience.
 - Stage and maintain capacity of transportation assets/resources including but not limited to ambulances and wheelchair accessible buses as needed on site.
 - Coordinate with DHH to secure, maintain surge ambulances and to monitor medical supplies to support the operations of the Bus/Forward Triage Site.
 - Coordinate with DSS the provision of meals, water, etc for all contract employees on site.
 - Secure communication to include 700/800 MHz radios, batteries, and charges sufficient for the Bus Triage Staff. Provide oversight of radio tracking including distribution and retrieval of the radios. Assure accountability of radios for each operational period.
 - Provide, maintain and monitor safety of site operations.
- f. Provide sufficient qualified personnel to support five (5) triage teams. Bus Triage Teams will consist of 1 Triage Team Leader; and 2 Registered Nurses or 2 EMT-Basics. The Bus Triage Team Leader must be an EMT-Paramedic.
 - Under the direction of the Bus Triage Team Leader, the Bus Triage Team will conduct rapid evaluation of evacuees on buses used for mass evacuations. The evacuees will be evaluated and assessed as to their ability to continue aboard evacuation buses.

- The Bus Triage Team members should have triage field experience.
 - Bus Triage Team members will evaluate evacuees utilizing criteria provided by the Medical Commander to determine ability to continue aboard evacuation buses.
- g. Contractor will receive and manage telephone calls, radio calls, emails, and other communication conduits received. These communications will be routed to the appropriate section for response. All calls and communication will be logged and maintained. The logs will be submitted to the Bus Triage Site Commander. Minimum information to be entered includes name of caller, phone number, request, and to whom communication was routed and mode of communication (Cell, email...). Contractor will provide staffing and communication equipment to support all operations outlined in this section.
- h. Contractor will supply sufficient clerical staff to:
- Perform data entry as per the Bus Triage Site Commander
 - Provide assistance and clerical support to all Bus Triage Site Commander and site personnel.
 - Perform other clerical duties as directed by the Bus Triage Site Commander.
- i. Meals will be provided by DHH to Contractor staff assigned to the Bus Triage Site during operational periods. The Contractor will be responsible for lodging and meals when staff is not on active duty at the Bus Triage Site. . The cost of these meals and lodging items shall be included in the overall daily rate submitted in the cost proposal. There will be no separate reimbursement for these items.

D. Fraud and Abuse

The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.

Such policies and procedures must be in accordance with Federal regulations described in 42 CFR Parts 455 and 456. The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

The Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2007 or similar;
- Appropriate firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

F. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

1. The subcontractor(s) will provide a written commitment to accept all contract

provisions.

2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner

as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contactor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

H. Resources Available to Contractor

The DHH/OPH/Bureau of Emergency Medical Services will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

I. Contact Personnel

All work will be performed under the direct supervision of:

Office of Public Health
Bureau of Emergency Medical Services
Emergency Preparedness and Response
Program Manager or designee
Department of Health and Hospitals
8919 World Ministry Avenue
Suite A

Baton Rouge, LA 70810
Phone: 225-763-5700
Email: stephen.phillipe@la.gov

J. Term of Contract

This contingency contract will be for a term of one year. DHH reserves the right to renew or extend the contract with the same rates and conditions; however, under no circumstances shall the maximum contract period exceed 36 months. The contract shall commence on or near the date approximated in the Schedule of Events. Activation of the contract will be determined by the State Health Officer. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

K. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices as defined in the contract terms. Payment of invoices is subject to approval of BEMS Director or designee.

III.PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

D. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

E. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price

F. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations

of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

G. Procurement Library/Resources Available To Proposer

Department program manuals and pertinent Federal and State regulations, as well as other materials, are available for review upon request at the Bureau of Emergency Services.

BEMS is located at 8919 World Ministry Avenue, Suite A, Baton Rouge, LA 70810. Arrangements may be made through Rebecca Harris at 225-763-5717 or Stephanie Price at 225-763-5701 for access to the library. The Bureau will be open by appointment only during the hours of 9:00am to 4:00pm on Monday through Friday beginning the day after publication of the RFP and ending the day before proposal submission is due. No items or materials may be removed from the library, but BEMS personnel will be available to make copies of requested materials at a charge of 25 cents per page. Cash is not acceptable. Checks and/or money orders are to be made payable to the Department of Health and Hospitals.

H. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy and should submit one electronic copy and ten hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via mail, courier or hand delivered to:
If courier mail or hand delivered:
Mary Gonzalez
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N. 4th Street 5th Floor
Baton Rouge, LA 70802

If delivered via US Mail:
Mary Gonzalez
Department of Health and Hospitals

Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

I. Proprietary and/or Confidential Information

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

4. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the

asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.

6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted. If a redacted copy is not submitted, DHH may consider the entire proposal to be public record.** When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY". The redacted copy should also state which sections or information has been removed."
7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

J. Proposal Format

1. An Item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.
3. Requested Proposal Outline:
 - Introduction/Administrative Data
 - Work Plan/Project Execution
 - Relevant Corporate Experience
 - Personnel Qualifications
 - Additional Information
 - Corporate Financial Condition
 - Cost and Pricing Analysis

K. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. It should also include information that will assist BEMS in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.

2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services as outlined in Section II.
4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of BEMS as related to the scope of this RFP, particularly as to how BEMS must respond to declared emergencies in its assigned ESF-8 function.
 - b. The proposer should relate knowledge and understanding to the overall scope of services as requested in this RFP. This introductory section should also include a description of how the organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
 - c. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state Proposer, give name and address of local representative; if none, so state;
 - vi. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.

- d. The following information **must** be included in the proposal:
 - i. Transmittal Statement: The proposer must sign and submit the attached Transmittal Statement (See Attachment I).
 - ii. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
 - iii. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
 - iv. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

5. Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement services outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures and how those structures will support staff augmentation during a declared emergency. Individual components should include plans for hiring, supervision, training, technical assistance, as appropriate.
- b. Demonstrate an ability to hire staff with the necessary experience and skill sets that will enable them to effectively meet the needs of BEMS during a declared emergency.
- c. Provide a strategic overview including all elements to be provided.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate the ability to organize staffing patterns and training to ensure staff meets the needs of BEMS and the ability to implements services.
- f. Describe approach for project oversight and on-site management of staff.
- g. Demonstrate understanding and capability to implement data collection and tracking to comply with real-time reporting requirements.
- h. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II. Provide a detailed concept of operations.

- i. Identify all assumptions or constraints on tasks.
- j. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- k. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
- l. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

6. Relevant Corporate Experience

- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. Lack of adequate experience will reflect in lower evaluation scores. In particular, the proposer should demonstrate experience with providing qualified staff augmentation services during emergencies. The proposer should have, within the last 36 months completed a similar type project. Proposers should give at least two customer references for projects completed in the last 36 months. References should include the name, email and telephone number of each contact person. Lack of references will reflect in lower evaluation scores.
- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

7. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.

- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - i. Experience with proposer,
 - ii. Previous experience in projects of similar scope and size.
 - iii. Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

8. Additional Information

Proposers may include additional information in support of their ability to perform the requested services.

9. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.
- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

10. Cost and Pricing Analysis

- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of proposed deliverables.

- b. An item by item breakdown of how cost was determined shall be included in the proposal. Attachment VI shall be used to demonstrate how cost was determined for each deliverable. The itemized cost breakdown must provide separate costs for each proposed deliverable:

Deliverable 1: BEMS Tactical Operations Center (TOC)
Deliverable 2: Ambulance and Para-transit Processing Sites
Deliverable 3: BEMS Designated Regional Coordinators Support
Deliverable 4: Bus Triage

c. Price must be presented as:

(1) daily rate* for staffing per 12 hour shift, inclusive of all staffing costs, broken down per deliverable as outlined above; and

(2) All other operational cost not part of daily rate.

***All billable staffing costs must be inclusive of all costs i.e. overhead, profit, meals, lodging, etc.**

L. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
3. Scoring will be based on a possible total of 100 points for each of the four deliverables. The highest total score for each one of the four (4) deliverables will be recommended for award.
4. Cost Evaluation for each deliverable:
The proposer with the lowest total Staffing Cost shall receive 15 points and the lowest Operational Cost for operational shall receive 10 points. Proposal shall receive points for cost based upon the following formula:

Staffing Cost based on 12/hour shift rate

$$\text{CPS} = (\text{LPC}/\text{PC}) * 15$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

Operational Cost based on other expenses: Proposers must identify an additional costs for each deliverable for Operational Cost that includes all costs and expenses that are incurred in providing the services set forth in this RFP for the deliverable and which are not included in the Staffing Cost.

$$CPS = (LPC/PC) * 10$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

5. The assignment of the points based on Staffing Cost and Operation Cost on the above formula will be calculated by a member of the DHH Contracts Office staff.

Evaluation Criteria

The criteria and assigned weights for each deliverable are:

Evaluation Criteria	Point Total
Introduction/Understanding of Scope of Work	15
Work Plan	25
Corporate Experience	10
Financial Condition	5
Qualifications of Personnel	20
Staffing - Shift Rate	15
Operational Cost	10
Total Points	100

M. ANNOUNCEMENT OF AWARD

The Department will award the contract to the proposer(s) with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV.CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
- C. The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
 - 1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
 - 2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 - 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
 - 4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.

5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
 6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
 7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
- E. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
1. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 2. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 3. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Certification Statement
- II. DHH Standard Contract Form (CF-1)
- III. HIPAA
- IV. State Map by Regions
- V. Bus Triage Site Map
- VI. DHH Budget Template

CERTIFICATION STATEMENT**ATTACHMENT I**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 120 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

**AGREEMENT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS**

AND

FOR

☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

1) Contractor (Legal Name if Corporation)		5) Federal Employer Tax ID# or Social Security # (11 digits)	
2) Street Address		6) Parish(es) Served	
City and State	Zip Code	7) License or Certification #	
3) Telephone Number		8) Contractor Status Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No	
4) Mailing Address (if different)			
City and State	Zip Code		
		8a) CFDA#(Federal Grant #)	

9) **Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.	
13) Maximum Contract Amount	

14) **Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from

the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.

6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
9. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
10. All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
11. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

12. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
13. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.
14. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
15. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
18. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the

responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an update, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.

19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
21. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

CONTRACTOR		STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS	
CONTRACTOR			
SIGNATURE	DATE	DHH Secretary or Designee	DATE
NAME			
TITLE			

(Rev. 1/04)

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment __ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "Protected health information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 "Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.
 "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI

received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

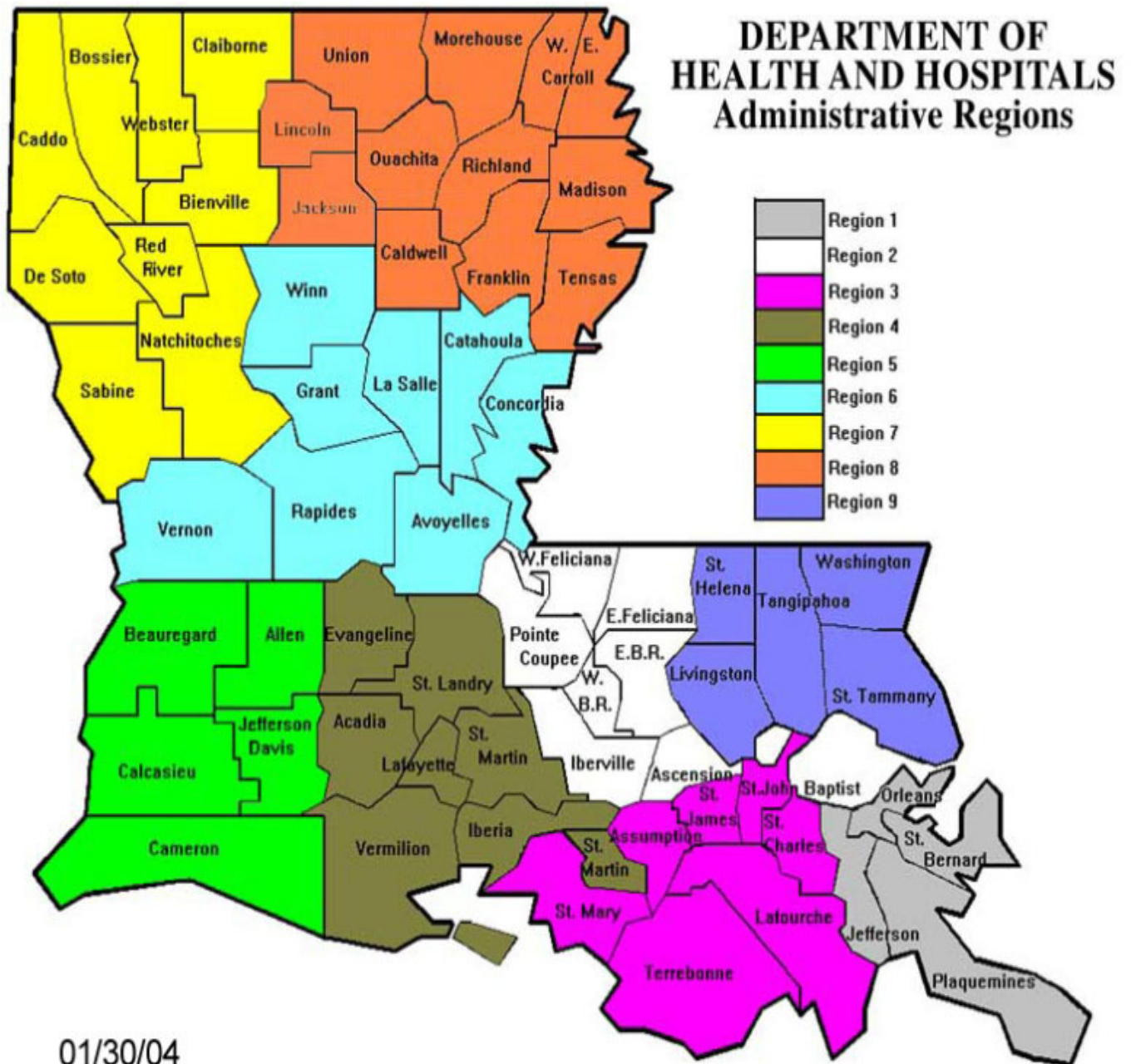
(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to DHH any security incident of which it becomes aware.

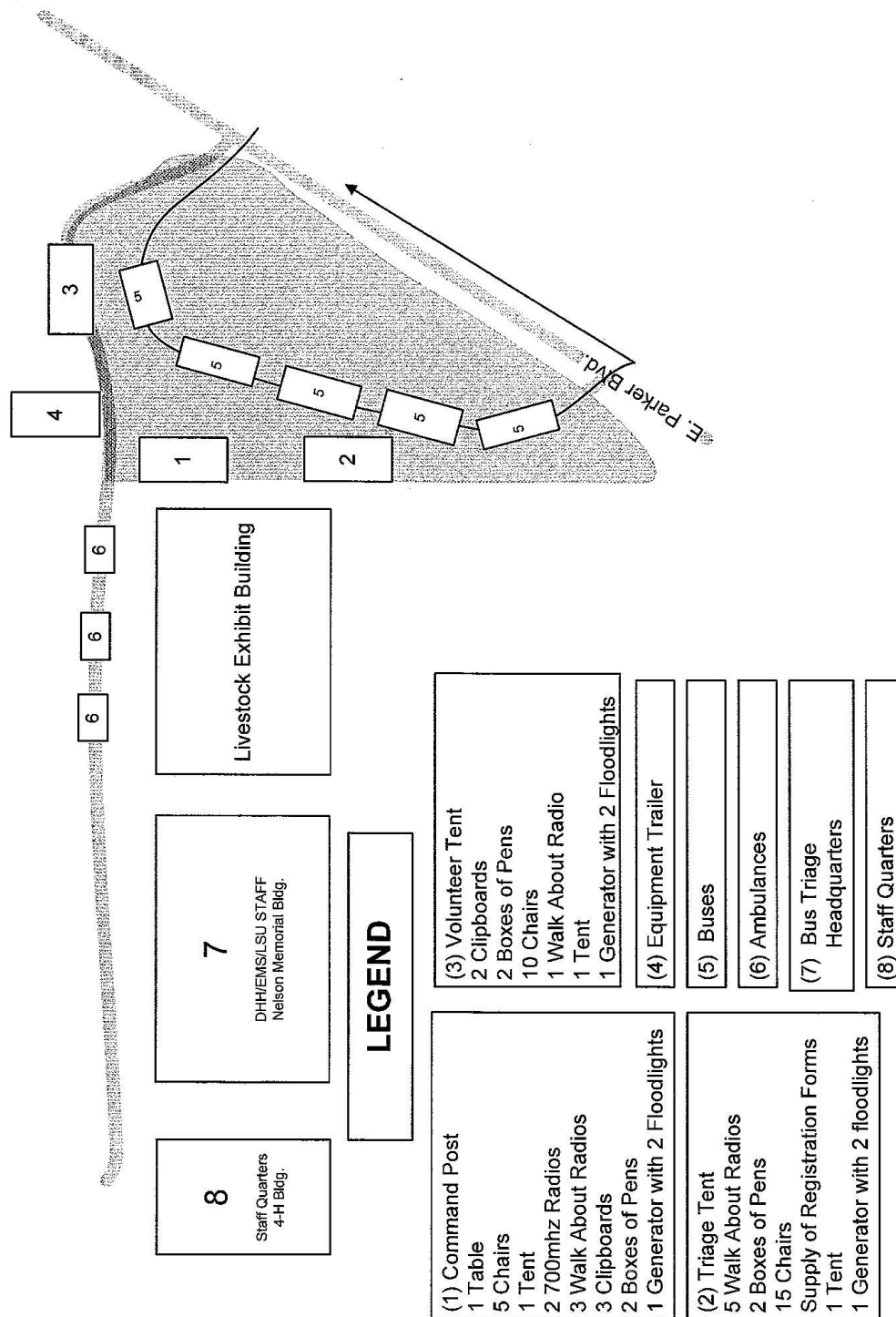
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

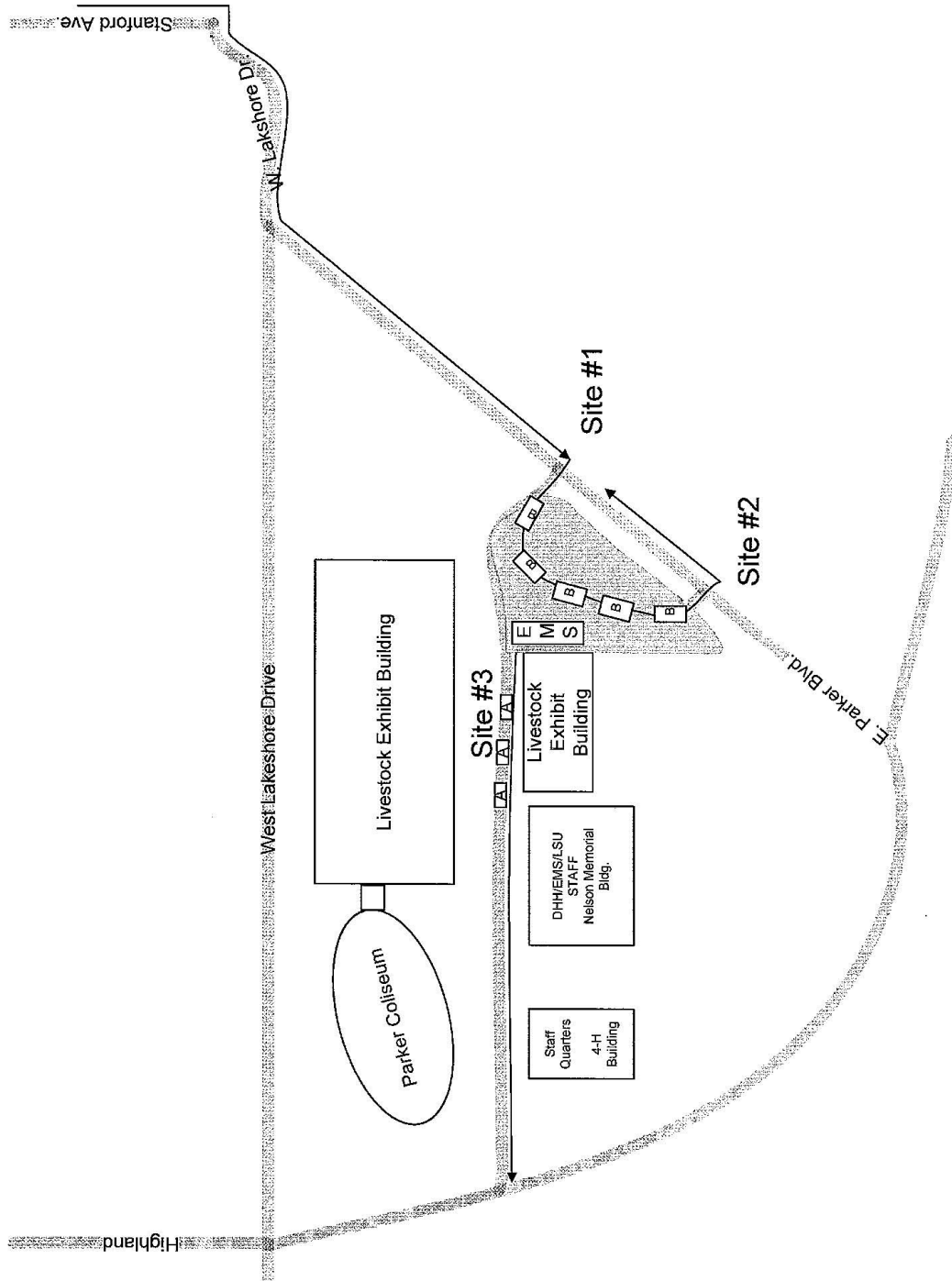


01/30/04

Attachment C (DETAIL)



DRAFT ATTACHMENT C



Cost Breakdown

*Note: Use this Cost Breakdown template to demonstrate cost components for each deliverable of the contract. All costs proposed are to be inclusive – i.e. profit, overhead, lodging, meals, etc.

Please note that item by item breakdown for cost associated for Operational Cost may vary from the items listed on the template, Proposers may modify the types of items necessary to provide services outlined in the RFP.

Deliverable 1		
STAFFING- per 12 hour shift: (15 Points)	Billable Hourly Rate	Total Cost per Shift
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Total 12 hour Shift Staffing Rate (15 points)		

[illegible]

* Please note that item by item breakdown for cost associated for Operational Cost may vary from the items listed on the template, Proposers may modify the types of items necessary to provide services outlined in the RFP.

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Cost Breakdown

*Note: Use this Cost Breakdown template to demonstrate cost components for each deliverable of the contract. All costs proposed are to be inclusive – i.e. profit, overhead, lodging, meals, etc.

Please note that item by item breakdown for cost associated for Operational Cost may vary from the items listed on the template, Proposers may modify the types of items necessary to provide services outlined in the RFP.

[illegible]

Cost Breakdown

*Note: Use this Cost Breakdown template to demonstrate cost components for each deliverable of the contract. All costs proposed are to be inclusive – i.e. profit, overhead, lodging, meals, etc.

Please note that item by item breakdown for cost associated for Operational Cost may vary from the items listed on the template, Proposers may modify the types of items necessary to provide services outlined in the RFP.

Deliverable 4		
STAFFING- per 12 hour shift: (15 Points)	Billable Hourly Rate	Total Cost per Shift
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Total 12 hour Shift Staffing Rate (15 points)		

